

**SOFTWARE LICENSE AND LIMITED WARRANTY AGREEMENT FOR
NON-COPY PROTECTED SOFTWARE PUBLISHED BY SCHOLASTIC INC.**

IMPORTANT: READ THIS LICENSE AND LIMITED WARRANTY AGREEMENT CAREFULLY BEFORE USING THE ENCLOSED SOFTWARE AND DOCUMENTATION. THEN, IF YOU AGREE WITH THE TERMS OF THIS AGREEMENT, FILL OUT AND SIGN THE ATTACHED WARRANTY REGISTRATION CARD AND SEND IT TO SCHOLASTIC INC. (SCHOLASTIC). IF YOU DO NOT AGREE WITH THESE TERMS, RETURN THIS PACKAGE TO SCHOLASTIC IN RESALEABLE CONDITION FOR A FULL REFUND.

1. COPYRIGHT

The software programs contained on the disk(s) and the documentation in this package are fully protected by U.S. copyright law. Scholastic and/or the author(s) of this program own all right, title and interest in any copyright in the program. **It is against the law to copy or in any way duplicate the documentation, disk(s), or any portion of the program *except under the terms and conditions expressly stated in this Software License and Warranty Agreement.***

2. NON-COPY PROTECTED SOFTWARE

The software programs on the disk(s) in this package are **NOT** copy protected. They are intended for use as Archival disk(s). You **SHOULD** make Legal Copies of the Archival disk(s), but only under the terms described in this Agreement.

Scholastic has provided non-copy protected disks as a matter of convenience for its customers. However, the absence of copy protection in no way diminishes the copyrights of Scholastic and the author(s).

3. USER'S RIGHTS AND RESPONSIBILITIES

Under the terms of this license and U.S. copyright law, you have certain rights to use the disk(s) and documentation included in this package. **You also have the responsibility not to use the disk(s) and documentation in a manner that violates this license or copyright laws.** Any rights not specifically granted herein are reserved by Scholastic. Your specific rights and responsibilities are:

Previewing the Program

- You **MAY** use and review the software and documentation in this package for up to 30 days before deciding to purchase it. If you do not return the complete package to Scholastic in resaleable condition within that 30 day period, you agree to purchase the software package.
- You **MAY NOT** copy the contents of the disk(s) or any of the documentation in this package for any reasons whatsoever unless and until you have decided to purchase the software.

Completing the Warranty Registration Card

- Once you have purchased the software package, you **MUST** complete the attached Warranty Registration Card and return it to Scholastic to be eligible for technical service, free disk replacement, product information, and free disk updates.

Making and Using Legal Copies

- You **MUST** make one Legal Copy for each Archival disk included in the package. Follow these instructions:
 - Use any standard disk copy program or function to copy the contents of each Archival disk onto one blank disk.
 - On the appropriate Legal Copy label(s) included in your package, enter the serial number that appears on the Warranty Registration Card. Affix this label to the Legal Copy disk(s).
 - Store the Archival disk(s) in a safe place with a copy of this Agreement.
- You **MAY NOT** make more than one Legal Copy of the contents of any disk for use at any one time.
- If you want multiple Legal Copy disks, you **MAY**, *as the owner of the program*, buy them from Scholastic at a per disk price to create a Customized Lab Pack, or you may buy a site license, which entitles you to make unlimited Legal Copies for use within a defined site.
- You **MAY NOT** make a copy from a Legal Copy disk.
- You **MAY NOT** use the Archival disk(s) for running the program. Use the Legal Copy disk(s) only.
- You **MAY NOT** load the contents of a Legal Copy disk into more than one computer for simultaneous use. This so called "multi-loading" constitutes unauthorized copying and is expressly forbidden by this Agreement.

- You **MAY NOT** copy the program onto a network or other multiple-user device. If you wish to install the program on a network or other multiple-user device, you **MUST** purchase a network version or a network license for the stand-alone version of the program.
- You **MAY** install the program onto and use the program on one hard disk at any one time. To install the program on additional hard disks, you **MUST** purchase additional packages or a site license.

Replacing a Damaged or Defective Legal Copy or Archival Disk

- If a Legal Copy of the program is damaged or defective, first try recopying the program from the Archival disk to the Legal Copy disk. If the program still does not work, the Legal Copy disk medium itself may be defective. In this case, copy the program from the Archival disk to another disk as a temporary Legal Copy. Then send the defective Legal Copy disk to Scholastic for a free replacement. When you receive the replacement, you **MUST** erase the temporary Legal Copy that you made.
- If the Archival disk is damaged or defective, return it to Scholastic for a free replacement (see instructions under Software Warranty and Lifetime Replacement Policy below).

Copying the Documentation

- You **MAY NOT** duplicate pages from the enclosed documentation for any purpose unless permission is expressly granted within the documentation.
- You **MAY NOT** make copies of activity books or any other print items that are sold separately by Scholastic.
- For permission to copy print materials for use at workshops or teacher training sessions, contact Scholastic Software at 800-541-5513. In Missouri, call 800-392-2179.

Restriction on Distribution, Sale or Lease of Programs or Documentation

- You **MAY NOT** distribute, sell or lease copies of the program or documentation unless you have been given explicit written permission to do so by Scholastic.

4. SOFTWARE WARRANTY AND LIFETIME REPLACEMENT POLICY

Scholastic warrants the original purchaser of this product that the disk(s) containing the Scholastic program shall be free from defects in materials and workmanship. If a disk becomes defective at any time, you may return it to Scholastic for a free replacement. To be eligible for free disk replacements and technical support, you **MUST HAVE** completed and returned the attached Warranty Registration Card.

**Send disk(s) and
correspondence to:**

Scholastic Software
P.O. Box 7502
2391 E. McCarty St.
Jefferson City, MO 65102

In Canada:

Scholastic Software
123 Newkirk Rd.
Richmond Hill L4C 3G5
Ontario, Canada

5. DISCLAIMER

This warranty does not apply to the software programs contained on Scholastic disks, which programs are sold "as is". This warranty is in lieu of all other warranties, whether oral or written, expressed or implied. Any implied warranties, including implied warranties of merchantability and fitness for a particular purpose, are limited in duration to ninety (90) days from the date of purchase of this product. Scholastic shall not be liable for incidental and/or consequential damages for the breach of any expressed or implied warranty, including damage to property and, to the extent permitted by law, damages for personal injury. Some states do not allow the exclusion or limitations on how long an implied warrant lasts, so the above limitation or exclusion may not apply to you.

This warranty shall not be applicable to the extent that any provision is prohibited by any federal, state, or municipal law that cannot be preempted. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

6. MISCELLANEOUS

This Software License shall be governed by the laws of the State of New York and shall inure to the benefit of Scholastic Software, a division of Scholastic Inc., its successors and assigns.

7. ACKNOWLEDGEMENT

Licensee acknowledges that he has read this Software License, understands it, and agrees to be bound by its terms and conditions. Licensee also agrees that this agreement is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, verbal or written, and any other communications between the parties relating to the subject matter of this agreement.

SERIAL NO.: 192017

Attn: Marketing Dept.

Scholastic
730 Broadway
New York, NY 10003

SCHOLASTIC SOFTWARE®

POSTAGE WILL BE PAID BY ADDRESSEE

BUSINESS REPLY MAIL
First Class Permit No. 9411 New York, NY

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



▲ FOLD ALONG THIS LINE ▲

7. Which subject(s) use this product?

- | | | |
|----------------------------------|---|---|
| ☐ Math | ☐ Language Arts | ☐ Social Studies |
| ☐ Science | ☐ Business Ed | ☐ Computer Studies |
| ☐ Reading | ☐ Other (Specify): _____ | |

8. Where is product primarily used?

- | | | |
|---|---|--|
| ☐ Classroom | ☐ Library/Media Center | ☐ Resource Room |
| ☐ Computer Lab | ☐ Home | ☐ Office |
| ☐ Other (Specify): _____ | | |

9. How is the product primarily used?

- | | | | |
|--|-------------------------------------|--------------------------------------|-------------------------------|
| ☐ Basic Instruction | ☐ Enrichment | ☐ Remediation | ☐ Tool |
|--|-------------------------------------|--------------------------------------|-------------------------------|

10. For each of the following questions, enter the code that corresponds to the appropriate answer.

- | | |
|--------------------------|----------------------------|
| 01- Teacher | 05- Curriculum Coordinator |
| 02- Principal | 06- Purchasing Agent |
| 03- Department Head | 07- Other (Specify): _____ |
| 04- Computer Coordinator | |

- | | | |
|---|------|-------|
| a) Who expressed initial interest in buying this product? | Code | _____ |
| b) Who made the final decision to purchase this product? | Code | _____ |
| c) Who placed the order for this product? | Code | _____ |

11. What source(s) of funds were used to purchase this product?

- | | | |
|--|---|--------------------------------------|
| ☐ School Budget | ☐ Federal Funds | ☐ State Funds |
| ☐ District Budget | ☐ Other (Specify): _____ | |

SERIAL NO.: 192017

SEAL WITH TAPE HERE

SCHOLASTIC SOFTWARE WARRANTY REGISTRATION CARD

To be eligible for technical service, free disk replacement, product information, and free disk updates, please complete the following.

Name: _____

☐ I have read the Software License and Warranty Agreement and agree to abide by its terms.

Signature _____ Date _____

Title:

☐ Teacher	☐ Curriculum Coordinator
☐ Department Head	☐ Other (Specify): _____
☐ Computer Coordinator	

(If non-teacher, please fill in home address)

School _____

Street Address _____

City, State, Zip _____

Title of Product Purchased	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	

Date Purchased _____

Ages of Software User(s): (circle all that apply)

6	7	8	9	10	11	12	13	14	15	16	17	18	Adult
---	---	---	---	----	----	----	----	----	----	----	----	----	-------

Computer Version: ☐ Apple ☐ MS-DOS

Disk Format: [] 5.25" [] 3.5"

1. How did you learn about this product?

☐	Scholastic Software Catalog	☐	Magazine Review
☐	Scholastic Sales Representative	☐	Educators' Workshop
☐	Scholastic Authorized Education Dealer	☐	Scholastic Family Catalog
☐	Received Information in the Mail	☐	Recommended by friend/colleague
☐	Magazine Advertisement		

2. What factor most influenced your decision to purchase this product?

(Please check one box only.)

☐ Scholastic's reputation	☐ Service/Warranty Policy
☐ Price	☐ Other (Specify): _____
☐ Wanted that specific product	

(Educators only please continue)

- | | | | |
|----------------------------|---------------------------------|-----------------------------------|--------------------------------|
| 3. School Location: | ☐ Urban | ☐ Suburban | ☐ Rural |
| School Type: | ☐ Public | ☐ Private | |
| Student Enrollment: | ☐ 1-299 | ☐ 300-499 | ☐ 500+ |

- 4. Approximate number of the following computers in your school:**

Apple II Series IBM/MS-DOS Macintosh

5. Memory most available: ☐ 48K ☐ 128K ☐ 512K
☐ 64K ☐ 256K ☐ 1 MB

- 6. Disk drive configuration most available:**

☐ One 5.25" ☐ Two 3.5" ☐ One 5.25" and one 3.5"

☐ Network ☐ Hard Disk

- continued -